

PBT

FILED

JUN 25 2018

KATE BARKMAN, Clerk
By
Dep. Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

LOUIS A. D'ANGELO, D.M.D. PC,
and DOYLESTOWN TOWNSHIP
DENTAL ASSOCIATES, LLC
Plaintiffs

v.
THE HARFORD MUTUAL
INSURANCE COMPANY
Defendant

18 2661

CIVIL ACTION - LAW

NO: _____

JURY TRIAL DEMANDED

ELECTRONICALLY FILED

NOTICE OF REMOVAL

This Notice of Removal is filed by Defendant The Harford Mutual Insurance Company asserting as follows:

1. The Defendant is the same Defendant as in the action commenced in the Court of Common Pleas of Philadelphia County, Pennsylvania, at case number 180502481.
2. A copy of the Philadelphia County Writ of Summons is attached hereto as Exhibit A.

3. The Philadelphia County Writ of Summons was filed on or about May 23, 2018.

4. The Philadelphia County Writ of Summons was received by Defendant on or about May 29, 2018 by Certified Mail.

5. Plaintiffs subsequently filed and served a Complaint on or about June 14, 2018. A copy of the Complaint is attached hereto as Exhibit B.

6. This Court has original jurisdiction under 28 U.S.C. § 1332 because the matter in controversy exceeds the sum of \$75,000 and is between citizens of different states.

7. Defendant avers that complete diversity of citizenship exists between the parties in this case.

8. Plaintiff Louis A. D'Angelo, D.M.D., PC, is a professional corporation with its principal place of business in Medford, New Jersey.

9. Plaintiff Doylestown Township Dental Associates, LLC is a Pennsylvania limited liability company and has a place of business located at 252 W. Swamp Road, Doylestown, PA.

10. Defendant The Harford Mutual Insurance Company is a business located at 200 N. Main Street, Bel Air, Maryland.

11. Defendant is not now a citizen of the Commonwealth of Pennsylvania, where the original action was filed, and was not a citizen of Pennsylvania at the time the action was commenced, it is not incorporated in Pennsylvania, and does not have a principal place of business in Pennsylvania.

12. Plaintiffs have made a claim for breach of contract for alleged failure to pay a claim under a policy insurance issued by Defendant and a claim for alleged bad faith pursuant to 42 Pa. C.S.A. § 8371.

13. Based on the allegations of the Complaint, it is believed that this case involves an amount in controversy in excess of \$75,000.00.

14. This notice of removal is being filed within thirty days of receipt by the Defendant of a copy of the initial pleading filed in Philadelphia County, and within one year of the commencement of the lawsuit, in accordance with the requirements of 28 U.S.C. § 1446.

15. Opposing parties to this action are of diverse citizenship, and the amount in controversy exceeds \$75,000, this Court has original jurisdiction under the provisions of 28 U.S.C. § 1332 and this case may be removed to this Court by Defendant, pursuant to the provisions of §§ 1441 and 1446. Venue properly lies in the Eastern District of Pennsylvania pursuant to 28 U.S.C. § 1331(b).

16. Pursuant to 28 U.S.C. § 1446(d), Defendant will give prompt written Notice of Removal to Plaintiffs' counsel and will file a copy of the within Notice of Removal with the Prothonotary of the Court of Common Pleas of Philadelphia County.

17. Copies of any process, pleadings or orders served upon Defendant is filed with this notice.

WHEREFORE, Defendant respectfully requests that this action proceed in this Court as an action properly removed.

Respectfully submitted

THOMAS, THOMAS & HAVER, LLP

Dated: June 25, 2018

BY Todd B. Narvol

Todd B. Narvol
Pa. Attorney No. 42136
Gordon A. Einhorn
Pa. Attorney No. 59006
P. O. Box 999
Harrisburg, PA 17108
(717) 237-7100
Counsel for Defendant

EXHIBIT A

5/29/2018 8:00:10 AM Batch: 11266669

Court of Common Pleas of Philadelphia County

Trial Division

Civil Cover Sheet

Court of Common Pleas of Philadelphia County Trial Division Civil Cover Sheet		For Prothonotary Use Only (Docket Number) MAY 2018 E-Filing Number: 1805056232 002481	
PLAINTIFF'S NAME LOUIS A. D'ANGELO, DMD, PC		DEFENDANT'S NAME THE HARFORD MUTUAL INSURANCE COMPANY	
PLAINTIFF'S ADDRESS 334 STOKES ROAD 1ST FLOOR MEDFORD NJ 08055		DEFENDANT'S ADDRESS 200 N. MAIN STREET BEL AIR MD 21014-3544	
PLAINTIFF'S NAME DOYLESTOWN TOWNSHIP DENTAL ASSOCIATES, LLC		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS 252 W. SWAMP ROAD SUITE 30 DOYLESTOWN PA 18901		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 2	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input checked="" type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Jury <input checked="" type="checkbox"/> Non-Jury <input type="checkbox"/> Other:	<input type="checkbox"/> Mass Torts <input type="checkbox"/> Savings Action <input type="checkbox"/> Superior <input type="checkbox"/> Commerce <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> Settlement <input type="checkbox"/> Minors <input type="checkbox"/> W/D/Survival	
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
			
STATUTORY BASIS FOR CAUSE OF ACTION		FILED PRO PROT MAY 23 2018 A. SILIGRINI	IS CASE SUBJECT TO COORDINATION ORDER? YES NO
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>LOUIS A. D'ANGELO, DMD, PC</u> , <u>DOYLESTOWN TOWNSHIP DENTAL ASSOCIATE</u> . Papers may be served at the address set forth below			
NAME OF PLAINTIFF/PETITIONER/APPELLANT'S ATTORNEY JONATHAN WHEELER		ADDRESS 1617 JFK BLVD SUITE 1270 PHILADELPHIA PA 19103	
PHONE NUMBER (215) 568-2900	FAX NUMBER (215) 568-2901	E-MAIL ADDRESS jsquitiere@jwheelerlaw.com	
SUPREME COURT IDENTIFICATION NO. 12649		DATE SUBMITTED Wednesday, May 23, 2018, 12:51 pm	
SIGNATURE OF FILING ATTORNEY OR PARTY JONATHAN WHEELER			

5/29/2018 8:00:10 AM Batch: 11266669

LAW OFFICES OF JONATHAN WHEELER, P.C.
BY: Jonathan Wheeler, Esquire
Attorney I.D. No.: 12649
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
(215) 568-2900
E-Mail: jwheeler@jwheelerlaw.com

LOUIS A. D'ANGELO, D.M.D. PC
334 Stokes Road
1st Floor
Medford, NJ 08055
and
DOYLESTOWN TOWNSHIP DENTAL
ASSOCIATES, LLC
252 W. Swamp Road, Ste. 30
Doylestown, PA 18901

v.
THE HARFORD MUTUAL INSURANCE
COMPANY
200 N. Main Street
Bel Air, Maryland 21014-3544

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

TERM, 2018

NO.

Major Case
Jury Trial Waived

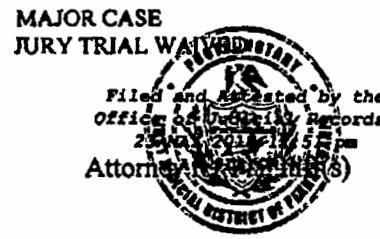
PRAECIPE FOR WRIT OF SUMMONS:

TO THE PROTHONOTARY:

Kindly issue a Writ of Summons in the above-captioned action.

LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: /s/ Jonathan Wheeler
JONATHAN WHEELER, ESQUIRE
Attorney for Plaintiff(s)



5/29/2018 8:00:11 AM Batch: 11266669

SUMMONS
CITACION

**Commonwealth of Pennsylvania
CITY AND COUNTY OF PHILADELPHIA**

LOUIS A. D'ANGELO, D.M.D. PC
334 Stokes Road
1st Floor
Medford, NJ 08055

and
DOYLESTOWN TOWNSHIP DENTAL
ASSOCIATES, LLC
252 W. Swamp Road, Ste. 30
Doylestown, PA 18901

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

TERM, 2018

No. _____

v.

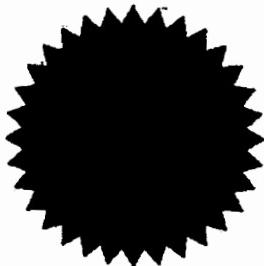
THE HARFORD MUTUAL INSURANCE
COMPANY
200 N. Main Street
Bel Air, Maryland 21014-3544

TO: THE HARFORD MUTUAL INSURANCE COMPANY

You are notified that the Plaintiff(s): LOUIS A. D'ANGELO, D.M.D. PC and
DOYLESTOWN TOWNSHIP DENTAL
ASSOCIATES, LLC

Usted esta avisado que el demandante

Has (have) commenced an action against you.
Ha (han) iniciado una accion en contra suya.



By: _____

Date: _____

JOSEPH H. EVERT,
Prothonotary



Case ID: 180502481

EXHIBIT B

06/25/2018 11:41 AM DRAFT 1101012

MAJOR CASE
JURY TRIAL WAIVED**LAW OFFICES OF JONATHAN WHEELER, P.C.**

BY: Jonathan Wheeler, Esquire
 Attorney I.D. No.: 12649
 One Penn Center - Suite 1270
 1617 JFK Boulevard
 Philadelphia, PA 19103
 (215) 568-2900
 E-Mail: jwheeler@jwheelcrlaw.com

LOUIS A. D'ANGELO, D.M.D. PC
 334 Stokes Road
 1st Floor
 Medford, NJ 08055

and
 DOYLESTOWN TOWNSHIP DENTAL ASSOCIATES,
 LLC
 252 W. Swamp Road, Ste. 30
 Doylestown, PA 18901

v.

THE HARFORD MUTUAL INSURANCE COMPANY
 200 N. Main Street
 Bel Air, Maryland 21014-3544

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

MAY TERM, 2018

NO.: 2481

Major Case
Jury Trial Waived**CIVIL ACTION COMPLAINT (IC - Contract)****NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
 Lawyer Referral Service
 1101 Market St., 11th Floor
 Philadelphia, PA 19107-2911
 Telephone: 215-238-6333
 Fax: 215-238-1159

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentir una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Se avisa que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requerir que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE LICENCIADOS DE FILADELFIA
 Servicio De Referencia E Informacion Legal
 1101 Market Street, 11th Floor
 Filadelfia, Pennsylvania 19107
 (215) 238-6333

06/25/2018 11:21 AM DRAFTED 11017072

MAJOR CASE
JURY TRIAL WAIVED

LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: Jonathan Wheeler, Esquire

Attorney for Plaintiff(s)

Attorney ID. No.: 12649

One Penn Center - Suite 1270

1617 JFK Boulevard

Philadelphia, PA 19103

(215) 568-2900

E-Mail: jwheeler@jwheelerlaw.com.

LOUIS A. D'ANGELO, D.M.D. PC

334 Stokes Road

1st Floor

Medford, NJ 08055

and

DOYLESTOWN TOWNSHIP DENTAL

ASSOCIATES, LLC

252 W. Swamp Road, Ste. 30

Doylestown, PA 18901

v.

THE HARFORD MUTUAL INSURANCE

COMPANY

200 N. Main Street

Bel Air, Maryland 21014-3544

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

MAY TERM, 2018

NO.: 2481

Major Case
Jury Trial Waived

CIVIL ACTION COMPLAINT (1C - Contract)

1. Louis A. D'Angelo, D.M.D., PC and Doylestown Township Dental Associates, LLC (hereinafter collectively PLAINTIFFS), are a professional corporation and limited liability company, respectively who maintain their principal place of business at the addresses set forth above.

2. Defendant, The Harford Mutual Insurance Company ("Harford"), is a corporation duly organized and existing which is authorized to conduct business as an insurance company within the Commonwealth of Pennsylvania and maintains a place of business for that purpose at the address set forth above. Harford regularly conducts business and issues policies of insurance

within the City and County of Philadelphia.

3. Defendant, in its regular course of business issued to Plaintiffs a policy of insurance ("the Policy") covering Plaintiffs' property located at 252 W. Swamp Road, Suite 30, Doylestown, Pennsylvania 18901 ("the Property"). A true and correct copy of the declarations page of said policy is attached hereto, made part hereof and marked Exhibit "A".

4. On or about June 4, 2016 while the Policy was in full force and effect, Plaintiffs suffered sudden and accidental direct physical loss and damage to the insured Property believed to be the result of a peril or perils insured against under the Policy, to wit, fire and related peril, resulting in damage to the insured premises, the contents and leasehold improvements of same and a significant interruption of business income during the Period of Restoration as well as substantial extra expenses incurred as a result of damage caused by the fire.

5. Notice of this covered loss was given to Harford in a prompt and timely manner and Plaintiffs, at all times relevant hereto have fully complied with all of the terms and conditions required by the Policy.

6. Defendant, despite demand for benefits under the Policy, has refused, without legal justification or cause, and continues to refuse to pay to Plaintiffs all of monies benefits owed for the damages suffered as a result of the Loss.

7. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiffs all of the benefits owed under the policy, Plaintiffs have suffered loss and damage in an amount in excess of \$50,000.00.

**COUNT I
In Assumpsit - Breach of Contract**

8. Plaintiffs incorporate by reference the facts and allegations contained in the

foregoing paragraphs as though fully set forth hereinafter at length.

9. Defendant is obligated by the terms of the contract to indemnify Plaintiffs' loss.

10. Despite submission of reasonable proof and demand for full and complete payment with respect to Plaintiffs' Loss, Defendant has not paid to Plaintiffs all of the policy benefits to which they are entitled under the Policy.

11. Defendant's denial of coverage was made without a reasonable basis in law or fact and is a breach of its covenant of good faith and fair dealing resulting in damages and losses to plaintiff.

12. Defendant's refusal to indemnify Plaintiffs' loss constitutes a breach of the insurance contract.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount in excess of \$50,000.00, together with interest, court costs and such other relief as the court may deem equitable and just.

**COUNT II
In Trespass - 42 Pa.C.S.A. §8371**

13. Plaintiffs incorporate by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

14. Defendant has engaged in bad faith conduct toward Plaintiffs with respect to its adjustment of Plaintiffs' covered Loss, in violation of 42 Pa.C.S.A. §8371 et seq.

15. In furtherance of its bad faith and wrongful denial and refusal to pay benefits for Plaintiffs' covered Loss, Defendant, acting by and through its duly authorized agents, servants, workmen or employees, including, but not limited to, Paul Hagan, has engaged in the following conduct:

- a. by refusing to consider the document and reasonable request by plaintiffs for reimbursement for business income loss and extra expenses despite documentation and proof regarding same for the purpose of depriving plaintiffs of benefits which he knew were due and owing under the policy of insurance issued by Harford;
- b. in failing to complete a prompt and thorough investigation of Plaintiffs' claim before representing that such claim is not covered under the Policy;
- c. in failing to pay Plaintiffs' covered loss in a prompt and timely manner;
- d. in failing to objectively and fairly evaluate Plaintiffs' claim;
- e. in conducting an unfair and unreasonable investigation of Plaintiffs' claim;
- f. in asserting Policy defenses without a reasonable basis in fact;
- g. in flatly misrepresenting pertinent facts or policy provisions relating to coverages at issue and placing unduly restrictive interpretations on the Policy and/or claim forms;
- h. in failing to keep Plaintiffs or their representatives fairly and adequately advised as to the status of the claim;
- i. in unreasonably valuing the loss and failing to fairly negotiate the amount of the loss with Plaintiffs or their representatives;
- j. in failing to promptly provide a reasonable factual explanation of the basis for the denial of Plaintiffs' claim;
- k. in unreasonably withholding policy benefits;
- l. in acting unreasonably and unfairly in response to Plaintiffs' claim;
- m. in unnecessarily and unreasonably compelling Plaintiffs to institute this lawsuit to obtain policy benefits for a covered loss, that Defendant should have paid promptly and without the necessity of litigation.

16. For the reasons set forth above, Defendant has acted in bad faith in violation of 42 Pa.C.S.A. §8371, for which Defendant is liable for statutory damages including interest from the date the claim was made in an amount equal to the prime rate of interest plus three percent, court costs, attorneys' fees, punitive damages, and such other compensatory and/or consequential damages as are permitted by law.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount in excess of \$50,000.00, together with interest, court costs, counsel fees and damages for delay.

LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: /s/ Jonathan Wheeler
JONATHAN WHEELER, ESQUIRE
Attorney for Plaintiff(s)

Verification to Complaint

VERIFICATION

The undersigned hereby states that he/she is the plaintiff in this action and that the statements of fact made in the foregoing document are true and correct to the best of his/her information and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. Cons. Stat. Ann. § 4904 relating to unsworn falsification to authorities.


LOUIS A. D'ANGELO, DMD

DATE: 06/01/18

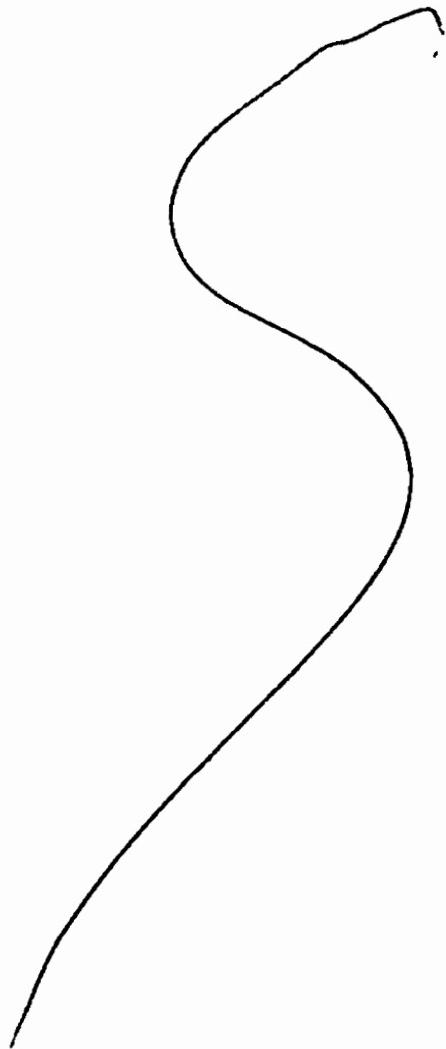


EXHIBIT "A"

0/10/2010 11:21:10 AM DATED. 11/1/2012

The Harford Mutual Insurance Companies

Bel Air, Maryland 21014-3544

Company: The Harford Mutual Insurance Company

Policy Number: 8166870 Renewal of: 8158673

BUSINESS OWNERS DECLARATIONS

Named Insured and Mailing Address

LOUIS A. D'ANGELO D.M.D. PC
 SEE FORM BE-24 NAMED INSURED SCHEDULE
 334 STOKES ROAD
 1ST FLOOR
 MEDFORD, NJ 08055

Agency Name and Address

4630-BAS YOOS AGENCY, INC.
 780 BURMONT ROAD
 DREXEL HILL, PA 19026
 (610) 259-6700

Policy Period: From 05/12/2016 to 05/12/2017 at 12:01 A.M. Standard Time at your mailing address shown above. In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION II - LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE FOR DETAILS.

BUSINESS DESCRIPTION: DENTAL OFFICE

FORM OF BUSINESS: Business Organization other than Partnership or Joint Venture

SECTION I - PROPERTY

PREMISES INFORMATION: PREMISES 1, BUILDING #1

PREMISES ADDRESS:
 750 ROUTE 73 SOUTH
 SUITE 110
 MARLTON, NJ 08053
 COUNTY: BURLINGTON

Construction: Frame
 Protection Class: 2

Occupancy: Medical Offices - Office

MORTGAGEHOLDER: See Additional Interests Schedule.

PROPERTY COVERAGES: (\$5,000 deductible per occurrence) LIMIT OF INSURANCE*
 BUSINESS PERSONAL PROPERTY - Additional Increase, 25%.....\$ 1,090,000
 BUSINESS INCOME - Included - Refer to Endorsements for Coverage and Limitations

OPTIONAL COVERAGES: (\$500 deductible for OPTIONAL COVERAGES)
 NONE

POLICY DECLARATIONS ARE CONTINUED ON THE NEXT PAGE.

LIABILITY AND MEDICAL EXPENSES: See Liability and Medical Expenses Schedule

FORMS AND ENDORSEMENTS: See Form Schedule

PREMIUM: \$55,493 Surcharge: \$212 Total: \$55,705

(1) 2015/10/01-1.00(29)
 ISSUE DATE: 04/21/2016 #1

Countersigned: _____
 (Authorized Representative) _____
 Case ID: 180502481

INSURED COPY

LIABILITY AND MEDICAL EXPENSES SCHEDULE

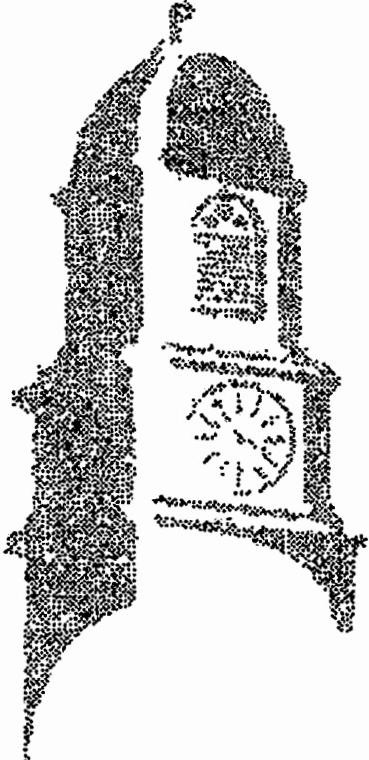
SECTION II - LIABILITY AND MEDICAL EXPENSES

Each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II-Liability in the Businessowners Coverage Form and any attached endorsements.

LIABILITY COVERAGE*

	LIMIT OF INSURANCE
Liability and Medical Expenses (Per Occurrence).....	\$1,000,000
Medical Expenses (Per Person).....	\$ 5,000
Damage to Premises Rented to You (Any One Premises).....	\$ 50,000
Other Than Products/Completed Operations Aggregate.....	\$2,000,000
Products/Completed Operations Aggregate.....	\$2,000,000

*Optional Property Damage Liability Deductible May Apply. Refer to Forms Schedule for Deductible Information (If Applicable).



0/10/2010 11:21:17 AMI DATED: 11/17/072

SUPPLEMENTAL DECLARATIONS PAGE - PROPERTY SCHEDULE**SECTION I - PROPERTY****PREMISES INFORMATION: PREMISES 2, BUILDING 1**

PREMISES ADDRESS:
 252 N SWAMP ROAD
 SUITE 30
 DOYLESTOWN, PA 18901
 COUNTY: BUCKS

Construction: Masonry Non-Combustible
 Protection Class: 4

Occupancy: Medical Offices - Office

MORTGAGEHOLDER: See Additional Interests Schedule.

PROPERTY COVERAGES: (\$5,000 property deductible per occurrence) LIMIT OF INSURANCE*
 BUSINESS PERSONAL PROPERTY - Seasonal Increase 25%.....\$ 640,000
 BUSINESS INCOME - Included - Refer to Endorsements for Coverage and Limitations

OPTIONAL COVERAGES: (\$500 deductible for OPTIONAL COVERAGES)
 NONE

SECTION I - PROPERTY**PREMISES INFORMATION: PREMISES 3, BUILDING 1**

PREMISES ADDRESS:
 330 MIDDLETOWN BOULEVARD
 SUITES 401, 402, 403
 LANGHORNE, PA 19047
 COUNTY: BUCKS

Construction: Masonry Non-Combustible
 Protection Class: 4

Occupancy: Medical Offices - Office

MORTGAGEHOLDER: See Additional Interests Schedule.

PROPERTY COVERAGES: (\$5,000 property deductible per occurrence) LIMIT OF INSURANCE*
 BUSINESS PERSONAL PROPERTY - Seasonal Increase 25%.....\$ 1,353,000
 BUSINESS INCOME - Included - Refer to Endorsements for Coverage and Limitations

OPTIONAL COVERAGES: (\$500 deductible for OPTIONAL COVERAGES)
 NONE

SECTION I - PROPERTY**PREMISES INFORMATION: PREMISES 4, BUILDING 1**

PREMISES ADDRESS:
 1200 LAWRENCEVILLE ROAD
 SUITE 2A AND 2B
 LAWRENCE TOWNSHIP, NJ 08648
 COUNTY: MERCER

Construction: Jointed Masonry
 Protection Class: 4

Occupancy: Medical Offices - Office

MORTGAGEHOLDER: See Additional Interests Schedule.

PROPERTY COVERAGES: (\$5,000 property deductible per occurrence) LIMIT OF INSURANCE*
 BUILDING - Automatic Increase 2%**.....\$ 1,262,000
 BUSINESS PERSONAL PROPERTY - Seasonal Increase 25%.....\$ 550,000
 BUSINESS INCOME - Included - Refer to Endorsements for Coverage and Limitations

*Includes Increased Building Limit Percentage, if applicable

**This percentage can only vary by premises, not by building

(3) POLICY: 8166870 2015/10/01-1.00(29)

ISSUE DATE: 04/21/2016 #1

07/02/2018 11:21:17 AMI DATA, INC.

OPTIONAL COVERAGES: (\$500 deductible for OPTIONAL COVERAGES)
NONE

SECTION I - PROPERTY

PREMISES INFORMATION: PREMISES 5, BUILDING 1

PREMISES ADDRESS:
334 STOKES ROAD
SUITE 2
MEDFORD, NJ 08055
COUNTY: BURLINGTON

Construction: Joisted Masonry
Protection Class: 5
Wind/Hail Deductible: 5%

Occupancy: Medical Offices - Office

MORTGAGEHOLDER: See Additional Interests Schedule.

PROPERTY COVERAGES: (\$5,000 property deductible per occurrence)	LIMIT OF INSURANCE*
BUILDING - Automatic Increase 2%**.....	\$ 1,206,000
BUSINESS PERSONAL PROPERTY - Seasonal Increase 25%.....	\$ 895,000
BUSINESS INCOME - Included - Refer to Endorsements for Coverage and Limitations	

*Includes Increased Building Limit Percentage, if applicable

**This percentage can only vary by premises, not by building

OPTIONAL COVERAGES: (\$500 deductible for OPTIONAL COVERAGES)
NONE

SECTION I - PROPERTY

PREMISES INFORMATION: PREMISES 6, BUILDING 1

PREMISES ADDRESS:
110 MARTER AVENUE
SUITES 203, 204, 205
MOORESTOWN, NJ 08057
COUNTY: BURLINGTON

Construction: Masonry Non-Combustible
Protection Class: 4

Occupancy: Medical Offices - Office

MORTGAGEHOLDER: See Additional Interests Schedule

PROPERTY COVERAGES: (\$5,000 property deductible per occurrence)	LIMIT OF INSURANCE*
BUSINESS PERSONAL PROPERTY - Seasonal Increase 25%.....	\$ 1,290,000
BUSINESS INCOME - Included - Refer to Endorsements for Coverage and Limitations	

OPTIONAL COVERAGES: (\$500 deductible for OPTIONAL COVERAGES)
NONE

07/10/2018 11:21:10 AM EDT. 11017012

SUPPLEMENTAL DECLARATIONS PAGE - PROPERTY SCHEDULE

SECTION I - PROPERTY

PREMISES INFORMATION: PREMISES 7, BUILDING 1

PREMISES ADDRESS:

3475 WEST CHESTER PIKE
SUITE 220
NEWTOWN SQUARE, PA 19073
COUNTY: DELAWARE

Construction: Joisted Masonry

Protection Class: 4

Occupancy: Medical Offices - Office

PROPERTY COVERAGES: (\$5,000 property deductible per occurrence) LIMIT OF INSURANCE
 BUSINESS PERSONAL PROPERTY - Seasonal Increase 25%.....\$ 440,000
 BUSINESS INCOME - Included - Refer to Endorsements for Coverage and Limitations

OPTIONAL COVERAGES: (\$500 deductible for OPTIONAL COVERAGES)
 NONE

SECTION I - PROPERTY

PREMISES INFORMATION: PREMISES 8, BUILDING 1

PREMISES ADDRESS:

1376 NAAMANS CREEK ROAD
GARNET VALLEY, PA 19060
COUNTY: DELAWARE

Construction: Masonry Non-Combustible
Protection Class: 6

Occupancy: Medical Offices - Office

MORTGAGEHOLDER: See Additional Interests Schedule.

PROPERTY COVERAGES: (\$5,000 property deductible per occurrence) LIMIT OF INSURANCE*
 BUILDING - Automatic Increase 2%**.....\$ 1,067,000
 BUSINESS PERSONAL PROPERTY - Seasonal Increase 25%.....\$ 660,000
 BUSINESS INCOME - Included - Refer to Endorsements for Coverage and Limitations

*Includes Increased Building Limit Percentage, if applicable
 **This percentage can only vary by premises, not by building

OPTIONAL COVERAGES: (\$500 deductible for OPTIONAL COVERAGES)
 NONE

SECTION I - PROPERTY

PREMISES INFORMATION: PREMISES 9, BUILDING 1

PREMISES ADDRESS:

1400 S NEW ROAD
PLEASANTVILLE, NJ 08232
COUNTY: ATLANTIC

Construction: Frame
Protection Class: 4

Occupancy: Medical Offices - Office

MORTGAGEHOLDER: See Additional Interests Schedule.

PROPERTY COVERAGES: (\$5,000 property deductible per occurrence) LIMIT OF INSURANCE*
 BUILDING - Automatic Increase 2%**.....\$ 1,313,500
 BUSINESS PERSONAL PROPERTY - Seasonal Increase 25%.....\$ 770,000
 BUSINESS INCOME - Included - Refer to Endorsements for Coverage and Limitations

*Includes Increased Building Limit Percentage, if applicable
 **This percentage can only vary by premises, not by building

(5) POLICY: 8166870 2015/10/01-1.00(29)
 ISSUE DATE: 04/21/2016 #1

Case ID: 180502481

0/10/2010 11:21:10 AM DACTL 1101012

OPTIONAL COVERAGES: (\$500 deductible for OPTIONAL COVERAGES)
NONE

SECTION I - PROPERTY

PREMISES INFORMATION: PREMISES 10, BUILDING 1

PREMISES ADDRESS:
620 BEVERLY RANCOCAS ROAD
WILLINGBORO, NJ 08046
COUNTY: BURLINGTON

Construction: Joisted Masonry
Protection Class: 4

Occupancy: Medical Offices - Office

PROPERTY COVERAGES: (\$5,000 property deductible per occurrence) LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY - Seasonal Increase 25%.....\$ 770,000
BUSINESS INCOME - Included - Refer to Endorsements for Coverage and Limitations

OPTIONAL COVERAGES: (\$500 deductible for OPTIONAL COVERAGES)
NONE

SECTION I - PROPERTY

PREMISES INFORMATION: PREMISES 11, BUILDING 1

PREMISES ADDRESS:
327 TOWNSHIP LINE RD
ELKINS PARK, PA 19027
COUNTY: MONTGOMERY

Construction: Frame
Protection Class: 4

Occupancy: Medical Offices - Office

PROPERTY COVERAGES: (\$5,000 property deductible per occurrence) LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY - Seasonal Increase 25%.....\$ 785,000
BUSINESS INCOME - Included - Refer to Endorsements for Coverage and Limitations

OPTIONAL COVERAGES: (\$500 deductible for OPTIONAL COVERAGES)
NONE

SECTION I - PROPERTY

PREMISES INFORMATION: PREMISES 12, BUILDING 1

PREMISES ADDRESS:
1262 WHITEHORSE-HAMILTON SQUARE RD., BLDG B,
TRENTON, NJ 08690
COUNTY: MERCER

Construction: Joisted Masonry
Protection Class: 4

Occupancy: Medical Offices - Office

PROPERTY COVERAGES: (\$5,000 property deductible per occurrence) LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY - Seasonal Increase 25%.....\$ 385,000
BUSINESS INCOME - Included - Refer to Endorsements for Coverage and Limitations

OPTIONAL COVERAGES: (\$500 deductible for OPTIONAL COVERAGES)
NONE

07/02/2018 11:21:19 AM EDT 1107072

SUPPLEMENTAL DECLARATIONS PAGE - PROPERTY SCHEDULE**SECTION I - PROPERTY****PREMISES INFORMATION: PREMISES 13, BUILDING 1**

338 GEORGES ROAD
DAYTON, NJ 08810
COUNTY: MIDDLESEX

Construction: Joisted Masonry
Protection Class: 3

Occupancy: Medical Offices - Office

MORTGAGEHOLDER: See Additional Interests Schedule.

PROPERTY COVERAGES: (\$5,000 property deductible per occurrence)	LIMIT OF INSURANCE*
BUILDING - Automatic Increase 8%**.....	\$ 703,500
BUSINESS PERSONAL PROPERTY - Seasonal Increase 25%.....	\$ 620,000
BUSINESS INCOME - Included - Refer to Endorsements for Coverage and Limitations	

*Includes Increased Building Limit Percentage, if applicable

**This percentage can only vary by premises, not by building

OPTIONAL COVERAGES: (\$500 deductible for OPTIONAL COVERAGES)
NONE

SECTION I - PROPERTY**PREMISES INFORMATION: PREMISES 14, BUILDING****PREMISES ADDRESS:**

145 BRINTON LAKE RD
GLEN MILLS, PA 19342
COUNTY: DELAWARE

Construction: Joisted Masonry
Protection Class: 4

Occupancy: Medical Offices - Office

MORTGAGEHOLDER: See Additional Interests Schedule

PROPERTY COVERAGES: (\$5,000 property deductible per occurrence)	LIMIT OF INSURANCE*
BUSINESS PERSONAL PROPERTY - Seasonal Increase 25%.....	\$ 1,650,000
BUSINESS INCOME - Included - Refer to Endorsements for Coverage and Limitations	

OPTIONAL COVERAGES: (\$500 deductible for OPTIONAL COVERAGES)
NONE

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Jonathan Wheeler, P.C.
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Philadelphia, Pennsylvania 19103

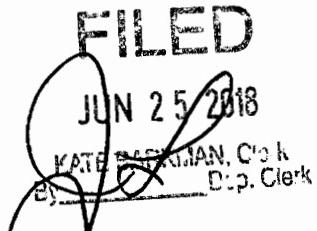
TO:

The Harford Mutual Insurance Company
200 N. Main Street
Bel Air, Maryland 21014-3544

CERTIFICATE OF SERVICE

AND NOW, this 25th day of June, 2018, I, Todd B. Narvol, Esquire, of the law firm of Thomas, Thomas & Hafer, LLP, hereby certify that a true and correct copy of the foregoing Notice of Removal was served upon the following via First Class Mail and Electronic Mail:

Johnathan Wheeler, Esquire
Law Offices of Johnathan Wheeler, P.C.
One Penn Center, Suite 1270
1617 JFK Blvd.
Philadelphia, PA 19103
jwheeler@jwheelerlaw.com



Dated: June 25, 2018

BY Todd B. Narvol
Todd B. Narvol
Pa. Attorney No. 42136